

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF VERMONT**

**ALICE H. ALLEN, et al.,**

**Plaintiffs,**

**v.**

**DAIRY FARMERS OF AMERICA, INC.,  
DAIRY MARKETING SERVICES, LLC,  
and DEAN FOODS COMPANY,**

**Defendants.**

**Civil Action No. 5:09-CV-00230**

**DECLARATION OF THOMAS QUINT IN SUPPORT OF MOTION TO INTERVENE  
AND OBJECTION TO APPROVAL OF PROPOSED CLASS SETTLEMENT**

I, Thomas Quint, make the following declaration based upon personal knowledge of the matters set forth herein.

1. I own a dairy farm in Hodgdon, Maine with my wife Beth. I was raised on a dairy farm and have been farming on my own since 1975. When I started in 1975, I milked 25 cows. Currently I milk 120 Holsteins and have a total of 350 livestock. I also custom feed an additional 150 livestock and grow my own forages. My farm consists of 200 acres and I farm another 400 acres.

2. I recently won the Green Pasture of Maine Award for the dairy farm of the year.

3. I am an independent dairy but ship my milk to Dairy Marketing Services, LLC ("DMS").

4. Although my farm sits on Route 1 in Maine, I am located far in the north with limited access to the milk markets.

5. At one point I did sell directly to a dairy plant but it changed hands and is now owned by Dean Foods.

6. By using DMS, I have a reliable market for my milk. There are other DMS producers in my area and being part of that group means that I have reliable pick-ups, shared trucking costs and regular access to the markets. DMS also provides testing for my milk.

7. If I were to try to sell my milk directly now, my costs would likely increase for trucking and I would have to contract for my own testing.

8. I would also have trouble selling my milk for the same price I currently get. It would be very difficult as an individual to negotiate prices and trucking on a daily basis.

9. I have read the proposed settlement and am concerned that the risks outweigh any supposed benefit. Even if I were to receive \$2,500.00 from the settlement, it would be a minor amount compared to my overall costs and inadequate compared to the increased risks posed by the settlement.

10. If Dean negotiates for milk outside of DMS, it will try to reduce its premium payments. For example, I now receive a premium for DST free milk (growth hormone). Without going through DMS, Dean might decline to pay this premium which amounts to \$.28/cwt. Dean would have increased leverage over individuals to negotiate over-order premiums.

11. Even as an independent, without DMS I would have a hard time finding a reliable market for my milk, particularly during the spring flush when milk is in surplus. DMS protects small farms with limited access like my mine and I do not support any action that poses a risk to farmers working together. The Plaintiffs and their lawyers certainly do not represent my interests.

*[signature on following page]*

I declare under penalty of perjury that the foregoing is true and correct and that this  
Declaration was executed on January 18, 2011, in Hodgdon, Maine.

Thomas Quint  
Thomas Quint

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